ADVENTURESS EVA'S DAY OF DISASTER.

Surrogate Ransom Expresses His Conviction That She Is Mrs. Mann and Not the Widow Hamilton, and Josh Sues for Divorce.

HER CONTEST AN INTRUSION.

Valiant Work by Her Lawyers Met by an Arraignment That Sent Her Overwhelmed with Shame or Anger from the Room.

FACE TO FACE WITH ROBERT'S FATHER.

Mrs. Eva Mann-Hamilton's chances of obtaining as the widow any part of the late Robert Ray Hamilton's fortune are growing dim. The battle before Surrogate Ransom is nearing the end, and thus far the claimant has been worsted at nearly

Josh Mann turned against her yesterday, and she was served with a summons and complaint in a divorce suit that he has begun through his counsel, Messrs, Howe & Hummel

Of course, if Eva really is Mrs. Mann she has no existence in the eyes of the law as Mrs. Hamilton and while Lawyers Root and Fuller were in debate yesterday the Surrogate stated that he was convinced that she is Josh Mann's wife.

The claimant was apparently more nervous than ever when the trial was resumed yesterday morn ing. She fidgeted uneastly in her chair and plucked her thick crape veil nervously as she drew its folds



closer about her. Her foot drummed almost without ceasing. Now and then signs of temper were apparent in her when any one referred to her as

Lawyer Root in an argument gave Eva a terrible scoring for what he called her "designing way in getting control of Robert Ray Hamilton." looked angry at first, but soon broke down, and Colonel Fuller lad her into the stenographers' room. Presently Eva emerged, apparently none the worse for her breakdown.

THE SUBBOGATE'S BINT.

Lawyer Charles W. Fuller opened the proceedings by arguing that upon the evidence as it stood the fact that his client was the lawful widow of Hamilton was established, and hence she should be allowed to come in and contest the probate of the will. He contended that it was for his opponents to show that she was not the widow. this they had failed, because they had not shown that she had ever entered into any marriage contract with "Josh" J. Mann or that they ever in-tended to marry. The presumption of marriage, he said, was not sufficient. Their relations were simply meretricious.

Surrogate Ransom-"The presumption of law, Surrogate Ransom—"The presumption of law, under the facts and circumstances proven in this case, is that Joshua J. Mann and Eva Steele & Mann were lawfully married. Now the inquiry is whether or not her subsequent declaration to the clergyman when she was married by ceremony to Robert Ray Hamilton overcomes that presumption. She declared then that she had never been married. The testimony is that she introduced Mann to the world, to her own family and in a court of justice as her husband. She lived with him for one or two years. As one witness expressed it, in old fashioned but very plain English. They bedded and boarded together. She even declared that Mann was her husband. That declaration must be overcome."

Mann was her husband. That declaration must be overcome."

EVA SCORED.

Mr. Root's argument was forcible.

After insisting that it had been proved that "Josh" and Eva were man and wife on January 7, 1889, when Eva was married to Hamilton, he became more personal. He reviewed the woman's life of shame and degradation, and then said:—

"By her declaration to the minister who performed the ceremony between her and Hamilton she succeeded in elevating herself into one of the most honored families in this great Republic, in becoming the wife of the grandson of the first Scoretary of the Treasury and one of the greatest men of our history—the wife of a man of wealth and power and influence and social position."

The lawyer declared that the very bank book that "this woman" kept under the name of Eva L. Mann showed that she had transferred a portion of the money she had received from Hamilton to Joshua J. Mann. "Your Honor will decide upon the facts, few of which are shown to have been known to Robert Ray Hamilton, who was in the power of a designing woman."

"THE SURROGATE'S CONCLUSION.

Surrogate Ransom, in deciding the question, said:—"The law of this State is abundantly settled as to what constitutes a marriage. If Mrs. Mann or Mrs. Hamilton—and ehe seems to be, for the present, at least, without a name in law—was, at the time of the ceremony of marriage, the lawful wife of Joshua J. Mann, then that ceremony was void and she has no standing in this court or in any other place, legally or morally, as the widow of Robert Ray Hamilton.

"The fact that is fatal to the contention of this

place, legally or morally, as the widow of Robert Ray Hamilton.

The fact that is fatal to the contention of this sontestant upon the motion is that she has declared a great many times, when in all human probability she intended to speak the truth, that Joshus J. Mann was her husband, and such a declaration is evidence to establish the fact of marriage itself—to provomarriage it satisfies me, that so far as the contestant is concerned, for the purpose of this motion, she must be held bound to declarations made that Mann was her this band.

Testimony was them takes with a view to proving that Eva was the wife of Hamilton.

Tostimony was then taken with a view to proving that Eva was the wife of Hamilton. Esther Blake, of No. 54 East Twenty-fifth street, was the first witness called by Colonel Fuller. In 1885 she lived at No. 55 West Ninth street and there made the acquaintance of Eva as Mrs. Brill. In answer to an advertisement "Eva" drove up to the house one afternoon to engage rooms.

when eva was mes. Build.

"Did she give you a reference?" asked Mr. Fuller.

"To whom did she refer you?"
This question was objected to, but was admitted
the Surrogate saying:—"I have some doubt
out it, but I shall give Mrs. Mann the benefit of
doubt."

by the Surrogate saying about it, but I shall give Mrs. Mann the benefit of the doubt."

"She referred me to Mr. Robert Ray Hamilton," was Mrs. Blake's answer.

Mr. Root moved to strike out the answer and his a motion was granted. The witness stated that this "Mrs. Brill" Hved with her there for several months and that Robert Ray Hamilton came to the house two or three times.

The witness testined that about 1887 she moved to No. 54 East Twenty-fifth street. There the former "Mrs. Brill" called upon her with Mr. Hamilton.

"By what name did you know her then?"

"By what name did you know her with air, Hamilton.

"By what name did you know her then?"

"Mrs. Robert Ray Hamilton."

The most picturesque event of the day was when Major General Schuyler Hamilton, be dead man's father, was called to the witness stand. He is a tall, syner and courteous old man, with a profusion of silvery hair and fierce black eyebrows that stand out prominently over his keen black eyes, After being sworn he identified anumber of lettera as having been written by his son Robert Ray. He identified, too, a letter that had been written by him to the claimant. In it he addressed her as "Dear Eva."

"Is that the lady to whom that letter was sent?"

**seked Mr. Root, cross-examining.

"I am getting a little old," answered General

asked Mr. Root, cross-examining.
"I am getting a little old," answered General
Hamilton, "I will have to get nearer her or she
will have to come nearer me."
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"I am getting a little old," answered General amilton, "I will have to get nearer her or she iff have to come nearer me."

Eva slowly arose and walked toward the vener-first lien on all the mortgaged property.

able witness. She drew her veil half off her face and stood revealed in the midst of a broad stream of light, which came between the wall and a thick sandstone pillar.

"Remove your veil altogether from your face," said the old man sternly.

Eva swept it aside with a quick gesture and stood still.

HUGE ROWS OF TEE

Eva swept it aside with a quick gesture and stood still.

"Yee, that is the woman," said General Hamilton. Eva deftly covered her face with the veil before turning around to walk back to her seat. The throng in the court roum, who had leaped upon chairs and were climbing on one another's shoulders to get a view of her face, sank down disappointedly. They have never yet had a good look at the claimant. When Eva stands up to be identified her back is toward the people.

Lawyer Root resumed his questioning.

"At the time you wrote the letter to 'Dear Eva' had you any idea of this woman's relations with Joshus J, Mann!"

"No, I believed her to be my son Robert's wife. I was quite favorably impressed with her when I met her at Atlantic City. I thought that all Robert told me about her was true."

Colonel Faller wanted to put the letters in avidence, but Eva stamped her foot and insisted that he should not do so.

The hearing will go on this morning.

MANN'S DIVORCE SUIT.

When Evangeline Mann-Hamilton left the court room at recess time, Clerk Louis Allen, from Howe & Hummel's office, followed her. She got on a Third avenue elevated train and left it at Fourteenth street, is odid Louis Allen, She entered the hailway of the flat house No. 203 East Fourteenth street, lotting herself in with apass key. Allen was at her heels.

"Mrs. Mann! Mrs. Mann!" he called.

She turned round and said, "What do you

"Mrs, Mann! Mrs. Mann!" he called. She turned round and said, "What do you

She turned round and said, "What do you want?"

"I've got a present for you," said Allen, holding out a paper toward her.

"I wont take it," said the claimant.

Allen thrust the paper under her arm and hursted away. He had succeeded in serving her with the summons and complaint of Joshua J. Mann's suit for divorce, begun in the Supreme Court yesterday morning.

Mann says in his affidavit that he met Evangeline about April 19, 1891, and after some preliminary acquaintance they agreed to be man and wife and thereafter lived as such. They visited Eva's father and mother, her uncle and her brother and her sister-in-law, and he was received and recognized as the lawful husband of Eva. He says that Eva always treated him in all things as her lawful husband until January, 1893, when she pretended to marry Robert Ray Hamilton. He regarded her alleged marriage to Hamilton as a practical joke.

Eva's indinant course to my house last Eviday."

Lawyer Howe told me how the action for divorce came about.

"Mrs. Swinton came to my house last Friday," he said. "She told me that her son Josh wanted a divorce. On Monday I sent a clerk up to the house in St. Mark's place where Mrs. Swinton lives. He found Josh Mann, who has been laid up there since May with gastritis. As soon as possible the necessary papers were made out, and you know already how they were served."

Colonel Fuller and Lawyer Delavan, of the claimant's counsel, assured me that the service of the summons and complaint on Eva was illegal and void. They declared that she was under the protection of the Court, because she was here as a witness in an action pending before the Court and that this protection extended through recess time and all the time she shall be in this city, until the action is finished.

AGNES HERNDON DIVORCED.

OTHER MARRIED COUPLES TO WHOM THE MAT-

BIMONIAL YOKE PROVES GALLING. Judge Dugro, of the Superior Court, has granted Agnes H. Jessel, the actress, known upon the stage as "Agnes Herndon," a divorce from her husband, Joseph A. Jessel, to whom she was married in May, 1878. The case was tried before A. Vanderpoel as referee, the actress charging infidelity on the part of her husband. The Judge granted the decree in her favor upon the report of the referee.

When James Degnan married Ella Freed in November, 1885, he supposed that he could do so November, 1885, he supposed that he could do so legally, because she represented herself as a widow. He lived with her until a year ago, when they separated after having a quarrel. During that dispute she told him that she could go back to Mr. Freed at any time, and then for the first time he learned that her first husband was alive. He brought a suit in the Supreme Court, asking to have their marriage annulled. She was married to John Freed in 1872, and lived with him until June, 1883, when they parted. They were never divorced. In defending Degnan's suit she claimed that her marriage to Freed was void because at the time she married him he had a wife living in Sweden. Edward F. O'Dwyer was appointed referee to try the case, and he made a report to the Court in Degnan's favor.

ward F. O'Dwyer was appointed referee to try the case, and he made a report to the Court in Degnan's favor.

Raffaels Mellilo is desirous of being relieved of the matrimental yoke that binds her to Giuseppe Mellilo, and in order to have their marriage annulied she has begun a suit in the Supreme Court. Raffaels was but seventeen years of age in June, 1882, and had been in the city but a short time from her native country, Italy. She was living with her brother and sister. Giuseppe made her acquaintance and promptly proposed marriage, but she rejected him. He persisted, she says, and threatened to do ner harm if she did not marry him. He represented himself as a man of means, having a good income and owning a good home. Being frightened by his threats and importuned by her brother and sister, little Raffaels says she was induced to consent to the marriage, and it was solemnized on June 21, 1882. They lived together at No. 218 Canal street for two days, when he deserted her. Some time subsequently he offered to return to her, but she would not hear of it, and she has not seen him since. She declares that she has repudiated the marriage, has never used her kusband's name and wants the marriage annulled. wants the marriage annulled.

TALES OF WEDDED TORTURE." SALESMAN DICKINSON SUED FOR A DIVORCE BY HIS WIFE.

Mrs. Mary A. Dickinson recited vesterday before Judge Ingraham, holding Special Term of the Supreme Court, the story recently told by her on a motion for alimony and counsel fees in her suit for absolute divorce against her husband. Albert

for absolute divorce against her husband. Albert Dickinson.

Mrs. Dickinson was represented by Stodard & Hart and Mr. Dickinson by Stimpson & Williams.

Mr. Dickinson, who is a travelling salesman, is not only charged with infideity, but with having procured in February, 1887, a decree of divorce from his wife in Chicago without her knowing it, Both of these allegations he denies, however, his statement as to the divorce being that his wife had been given ample notice of the suit.

Subsequently Mrs. Dickinson brought an action for divorce against him in New Jorsey, but this fell through, as she could not, according to her statement, comply with the pecuniary demands of her counsel.

As proof of the alleged infidelity of Mr. Dickinson

counsel.

As proof of the sileged infidelity of Mr. Dickinson Mrs. Christine Meehan, janitress of No. 411 West Forty-first street, testified that he occupied apartments there for several weeks in the latter part of 1869 with a weman he claimed to be his wife, which woman, she said, was not the plaintiff in the present suit.

woman, she said, was not the plaintin in the present suit.

Amy P. Henling, charged with improper relations with Mr. Dickinson, on the witness stand emphatically denied the accusation.

Mr. Dickinson in his testimony said that when he went to Chicago to live he begged his wife in her mother's presence to go there and live with him, but she refused to do so. He added that not withstanding her refusal he wrote to her frequently and sent her monthly remittances. Decision was reserved.

TOO INARTISTIC FOR ARSON.

Charles Klein, of No. 44 Attorney street, at eleven o'clock on Wednesday night saw a man throw a large hammer through the window of the store of Solomon Seligman, at No. 39 Attorney street.

The hammer was thrown at a kerosene lamp

that was burning inside, evidently with the intenthat was burning inside, evidently with the intention of setting fire to the store. The lamp, however, was not struck.

Klein gave chase and followed the man into No. 32 Attorney street, where he ran into a man who turned out to be Seligman, the owner of the store at No. 30. Klein then caused Seligman's arrest on a charge of attempted arson.

At the Essex Market Police Court yesterday Justice Meade, upong heaving the particulars of the case, discharged Seligman.

"No man," said the Justice, "who wanted to set fire to his store would come out on the street and fire a hammer through his store window."

BRAINY AND BRILLIANT.

Never print a paid advertisement as news matter. Let every advertisement appear as an advertisement—no salling under talse colors.—Charles A. Dann's Address of the Picconein Editoriol Association, Minumeter, July 24, 1884.

"There is no question of Charles A. Dana's ability," said Assemblyman George H. Bush, of Ulster. "He is a brainy, brilliant man, and New York would have a master spirit to represent her interests in the national Senate should be be selected to represent the State. In point of ability, courage and honesty of purpose Mr. Dana has few equals. The only trouble lies here—Doss Mr. Dana represent the present septiment of the democratic party? He is hardly in touch with his party on the tariff question, which is the issue of the times. Were he in line with the party on this great issue no better material could be found out of which to make a United States Senator." would have a master spirit to represent her inter-

THE NEW SUGAR TRUST DEED.

The sugar trust filed vesterday, in the County Register's office at Jersey City, the trust dood made between the American Sugar Refining Company of New Jersey and the Central Trust Company of

HUGE ROWS OF TEETH.

up Mr. McDougall's \$5,000 Worth of Household Goods as Well.

Three Times Arrested He Manages to Escape the Law, but May Be Brought up Short Next Time.

Considerable interest has been manifested in the HERALD's account on Monday of how a gaug of loan sharks despoiled Mrs. Elizabeth T. Dolebarre's house, on West Twenty-second street, of over \$15,000 worth of furniture under color of a con-

fract between the parties.

Many letters have been sent to the HERALD bearing upon the subject. This was received yesterday from Mr. F. W. Boschen, of No. 53 West Broadway:-

WAY:—
To THE EDITOR OF THE HERBALD:—
I am, indeed, very much gratified to see that the
Herbald is taking up the case against these furniture
ioan sharks, with whom New York and Brooklyn are infeated. These sharks ruin a good many neople, and
the Herbald deserves great praise for vontilating their
business methods.

Is it not possible to enact some law by which these
criminals (for they are nothing but criminals) could be
prevented from robbing people like Mrs. Ellasboth T.
law recarding chattel mortgages should be amended by
the Logislature, and no doubt the Herbald could push
this matter.

Mr. Clark Bell and Colonel S. B. Paul, of No.

Mr. Clark Bell and Colonel S. B. Paul, of No. 57 Broadway, who are counsel for Mrs. Delebarre in her proceedings against usurer Silverman, have at the same time been fairly besieged by the latter's

"These things are outrageous almost beyond be-lief," said Mr. Bell yesterday. "I refer to the depredations committed by this man Silverman upon the innocent parties with whom he has transacted business during the past five years.

"From the number of cases that have lately come to my knowledge, I can safely assert that Silver man's business is not lending money but finding

man's business is not lending money but finding borrowers. He doesn't want his loans back. Bless you, no! His idea is to get \$500 worth of scourity for a \$200 loan and then gobbie the security.

"Now," continued, Mr. Bell, "let me tell you of a case that came to my knowledge to-day. It is that of William L. McDougall, of Mount Vernon, N. Y. In May, 1889, McDougall, who then resided in this city, borrowed \$200 of Silverman, giving his note and a bonus of \$50, together with a chattel morigage upon \$5,000 worth of furniture, as security.

"In September Mr. McDougall, who ewned a house at Mount Vern'n, moved there with his furniture and effects. Silverman had told him that he could move his furniture if he wanted to. McDougall called on Silverman four days after his note matured and offered to settle. Silverman demanded \$475 in settlement, but told McDougall that he was in no hurry for it.

HE WAS OUT OF TOWN.

"A few days afterward McDougall again called at Silverman's Ioan shop in Brooklyn prepared to pay the \$475 demanded. He was informed that Silverman was out of town and here is where he was."

that he was in no burry for it.

"A few days afterward McDougail again called at Silverman is loan shop in Brooklyn prepared to silverman was out of town and to call next day. Silverman was out of town and the call next day. Silverman was out of town and here is where he was."

"Mrs. McDougail heard a loud ring at the front door within a few moments after her husband had he wanted to look at the bouse with a view to purchasing it.

"After eurveying the premises all over he signalled a man waiting outside to enter. This was warrawar, the Brooklyn constable who figured in formed Mrs. McDougail that they were officers of the law and that they had come to take her furniture away. They also theatened her with arrest if she attempted to concal anythine. Two large frontiure vans then drove up to the house.

"See as they stripped the house from top to bottom. Private papers were taken, and many other articles notimentioned in their alleged chaitel mortgage.

"Only think of it, \$5,000 taken by force to satisfy a \$200 load! What do you think of that, chi and he latter arrested three times, but each time the shark got of sections. He has spent nearly \$1,000, too. In legal proceedings against silverman. He has had he latter arrested three times, but each time the hadred the louse from the lought of the latter was the decounted from the latter was the decounted from 1885, Helland to the lought of the lought of the lought of the latter was the decounted from 1885, Helland to the lought of the lought of

had signed the chattel mortgage, and that the records will show this."

"This particular loan shark," broke in Colonel Paul, "is a progressive fellow, at all events. Here are some of his dens.—The Harlem Loan Association, at No. 110 East 120th street; the Metropolitan Loan Association, No. 104 East 125th street; the New York Loan Association, on Twenty-third street, and the Empire Loan Association in the Stewart Building, this city. Then, too, there are the Fulson and the Williams-burg Loan associations to Brooklyn.

"Silverman is the head centre of all these concerns. A Mr. Samuel E. Frey, his son-in-law, is the manager of several of them, and others are run under fictitious names, but Silverman is the 'king pin' of them all. He has beasted that he has a political pull in Brooklyn, and from the number of times that he has been arrested and gone sect free I should think he had. Mr. Bell and myself, however, will give him a tussic this time that he hasn't bargained for.

"And now," continued Colonel Paul, "as to this merchant. I'm not mentioning any names at present, but this dry goods man stands very high in Brooklyn commercial circles. He discounted Mrs. Delebarre's note for \$5,000 and he it was who went on Silverman's ball bond when McDougall had him arrested. Perhaps he can explain how wirs. Nechan.

"Mrs. Noonan.

"Mrs. Noonan.

"Mrs. Noonan is only a clerk of Silverman's. She is the one to whom. Silverman transferred Mrs. Delebarre's note core so, the can explain how a compliancy here, all around, and when we are ready we intend to smoke out a number of those conspiracy here, all around, and when we are ready we intend to smoke out a number of those conspiracy here, all around, and when we are ready we intend to smoke out a number of those conspiracy here, all around, and when we are ready we intend to smoke out a number of those conspiracy here, all around, and when we are ready we intend to smoke out a number of those conspiracy here, all around, and when we are ready we intend to smoke out a number of t

inst.

SILVERSAL'S "BACHEL."

"Silverman is shrewd, though. His wife, Rachel, helds most of his property in her name. Rachel, you see, is the philanthropist who indorses the notes' held by Silverman, charging from one hundred to three hundred per cont for her services in the matter. This is how Silverman avoids the usury law. Then when he forceloses he secops in a matter of one thousand per cent profit and his poor, deluded victims just ge'n and hear it."

The Legislature, Colonel Fault thinks, should pass anew usury law, covering the "services and indorsements," under which the loan sharks now operate and evade the laws now existing.

CONVICTION OF THE MAN-OX.

BUTCHER COLLMAN GUILTY OF BUNNING AMUCE AND STABBING BOYS.

Joseph Collman, the butcher who got drunk on New Year's Day and ran amuck on Seventh avenue with a pair of horns on his head and stabbed several boys with a knife was convicted in the Court of General Sessions yesterday.

Recorder Smyth remanded him to the Tombs for

Recorder Smyth remanded him to the Tombs for sentence.

Charles Dawson, Leo Price and Michael O'Carroll were the boys who were stabbed. They said they first observed Collinan coming along Seventh avenue, near Thirty-second street, with the ox horns on his head, brandishing his knife and singing loudly.

He slashed at a lady who passed him, but did not hit her, and she rau away. O'Carroll followed him into a saloon near by, and Collman nearly cut the singers of O'Carroll's right hand. On coming out he stabbed Dawson in the shoulder, and cut two other boys before he was arrested.

Counsel vainly tried to make the jury believe that it was the ox horns with which Collman gored his victims.

MRS. AGNEW AN EX-COMMISSIONER.

Mrs. Mary Nash Agnew forwarded her resignation as a School Commissioner to Mayor Grant yestermoval from the city. Mrs. Agnew was appointed Commissioner by Mayor Grace in 1886 and reappointed by Mayor Grant in 1889.

Mayor Grant appointed Bobert Maclay to fill the Vacant place. Mr. Maclay is president of the Knickerbocker Ice Company and a member of the

THIS LOTTERY SWINDLE NETTED \$375,000 A YEAR

Not Satisfied with 175 Per Cent He Gobbles | Banker E. H. Horner, of Foreign Bond | Notoriety, Arrested for Violating the Postal Laws.

DIDN'T WANT HIS MONEY REPAID. ON THE HIGH ROAD TO RICHES.

Post Office Inspectors Say That the Prisoner Was Running the Greatest Robbery Games of the Age.

"Banker" E. H. Horner, of Nos. 86 and 88 Wall street, was arrested yesterday by Deputy Marshals ing in the mails a list of prizes awarded upon the drawing of a lottery.'

The HERALD has repeatedly exposed the swindle practised upon poor people by means of these foreign lottery bonds, but until recently there was no law upon which a conviction of a culprit could be had. The amended Anti-lottery law, which went into

list of lottery prizes through the mails, and this is the first arrest made under its provisions. THE PENALTY FOR THE OFFENCE. There are seven indictments against "Banker" Horner found by the Grand Jury of Springfield, III., and each contains five counts. The penalty

for each offence is \$500 or a year's imprisonment or both. Lawyers Alfred Taylor and Herman Aaron appeared as counsel for Mr. Horner before Commissioner Shields, and they denounced his arrest as an act of bad faith on the part of Postmaster General Wanamaker. They stated that as early as Thanksgiving Day they wrote to him asking if their client could be arrested under the Anti-lottery law for sending these bonds and the

drawings of prizes through the mails. The lawyers showed the Commissioner a telegram from a postal official assuring them that no arrest

Post Office Inspectors G. M. Fleming, of Chicage, and william Conard, of Washington, said they had worked on the case before Horner had sent any communication to Washington.

Commissioner Shields held Horner in \$5,000 bail for examination on Saturday morning. Pawabroker Moses Mehrbach went on his bond and he was released.

released. "BIOGEST SWINDLE ON EARTH."

Inspector Fleming said he had evidence enough in his possession to prove that Horner has conducted one of the greatest swindles on the face of the carth.

Continuing, he said that Horner did a business of \$500,000 a year, and that \$375,000 of it was clear profit. The face value of the foreign lottery bonds sold in this country alone aggregated about \$7,000,000 a year.

Their market value was not over \$2,000,000. The majority of them we e not interest bearing bonds. As for one of them drawing a prize, a purchaser stood a much better chance of being struck by lightning.

IN THE TOILS OF PIRATES.

RIDER HAGGARD SAYS STORIES ARE BUTCHERED BY THE PRINTERS AND STOLEN.

Mr. and Mrs. H. Rider Haggard started on their long journey across the continent yesterday, after doing New York, as well as could be expected in a stay of one rainy day and three pleasant ones. While here the novelist has been deluged with cards and invitations, nearly all of which he has

Mr. Haggard paused in his packing yesterday long enough to briefly give me his views on the subject of international copyright. "I don't believe anything I can say will affect the

matter one way or another." he said, "but it is certainly a great wrong and very cruel to the English writers, who can do absolutely nothing to pro-

"It is not the question of money merely that troubles us. It is the taking of our books out of our possession and mutilating them to suit the exigencies of printing offices. I object to having my stories written by an ignorant compositor, as is done in many of the American pirated editions, which I understand have had a very large sale on this side of the Atlantic. The American author is not as helpleas as we, for by complying with cortain rules he is able to get a British copyright. We do not suffer merely in the States, for in spite of custom-laws thousands of pirated books which are manufactured in America are sold in the British provinces, greatly to our pecuniary and other loss."

Ish provinces, greatly to our pecuniary and other loss."

"Are British writers taking any action to get a copyright?" I asked.

"No. We are simply waiting and hoping for justice. The matter now rests with the American Senate, and there seems to be little prospect for relief. The American authors are doing their best to obtain relief. They have cause for complaint, for they are competing with the unpaid labor of the entire literary world. Of course, the public will buy the cheap books. If they can get Louis Stevenson for twenty-five cents are they going to pay \$1.30 for Howells?

"With the exception of what I have got from Harper's and my syndicated work I have received absolutely five formuneration for my stories in this country and I am not even safe in my syndicated work. I have been forced to sign contracts by which, if through any chance a novel should appear in book form before it is completed serially, iget no compensation. Se I am oblighed to take the utmost care with my proofs and ile awake nights lest some their printer furnish proofs to a pirate and so annul my contracts and rob me of the trut of my labor. It is all a dreadful wrong, and I do not think it could be too severely characterized."

PHŒBUS AGAIN FREE.

The indictment against George R. Phorbus was dismissed by Recorder Smyth in the Court of General Sessions yesterday. Mr. Phobus was arrested on December 15 last on a warrant issued by Police Justice White.

The papers filed on the motion to dismiss the in-The papers field on the applied to dismiss the indicate and was engineered by Perrin II. Summor.

Assistant District Attorney Bedford yesterday appeared before Recorder Smyth, with the records, and asked that the indicatement be formally dismissed. Mr. Bedford said the District Attorney was satisfied that the whole proceeding was insti-

gated by the personal malice of a man who concealed himself behind the actual complainant, and that he proposed to investigate the matter and find out how the indictment was procured.

The Recorder, after reading the papers presented, dismissed the indictment.

AFFAIRS OF THE RAILROADS.

JUDGE WITHBOW SAYS THE OMAHA BRIDGE MAT-TER JEOPARDIZES THE PRESIDENT'S TREATY.

[BY TELEGRAPH TO THE HERALD.] CHICAGO, Jan. 15, 1891.—The Union Pacific to-day officially notified the Book Island that the trackage and terminal contract between them was at an end The document is signed by Assistant General Manager Holcomb, of the Union Pacific, and was worded by Judge Dillon, under instructions from Jay Gould.

It declares that the contract was and is in excess of the powers and statutory authority of the Union

Pacific to enter into, execute or perform. The notification continues:- "You are notified that the Union Pacific Railway Company has decided to and hereby does affirm said agreement and cided to and hereby does after said agreement and all of the terms and conditions therein contained, that it refuses to perform and execute the same and it hereby surrenders to you all the road, property rights, &c., pretended to be conveyed to it thereunder." The rest of the document in brief says that matters are now and shall be as they were before signing the contract.

Said Judge Withrow, general counsel of the Rock Island:—

Sain duage withrow, general commands the social standia.

"We will fight to the last ditch for the enforcement of its terms and will win. We will enter upon no new discussion or agreement with Mr. Gould until this contract is enforced and carried out to the letter. Nothing else will be discussed or considered for a moment. We entered into the New Western Traffic Association under a practical misappronension. A preliminary agreement was signed by fourteen Western roads several months ago. After that Mr. Gould gained control of the Union Facific, and we would have refused to join the association had we not then been compelled to break faith with the other twelve signers." effect last September, makes it a crime to send a

ITEMS OF BAILWAY NEWS.

The report that the New England and the New Haven roads have taken steps to consolidate, which has been so often circulated for stockjobbing purposes by those who ought to know better, is again revived.

The Boston and Maine and Fitchburg rate war is ended and new tariffs have been issued. The second rates to Chicago will be advanced by the Fitchburg to \$15 and the Beston and Maine retains its old differential of \$1 25.

Austin Corbin has resigned the presidency of the Philadelphia and Reading Terminal Company, and A. A. McLeod, president of the Philadelphia and Reading Railroad Company, has been elected to the

REALTY AT AUCTION.

GOOD PRICES REALIZED FOR DOWNTOWN AND EAST SIDE PROPERTIES.

The announcements that lower downtown property would be sold at auction yesterday naturally attracted a large number of traders and small speculators to the auction floor of the Real Estate Exchange.

Auctioneers Smyth and Ryan offered No. 231 Mulperry street, a five story tenement, on lot 25x100, between Spring and Prince streets. It was a partition sale held under the direction of Referee Poter B. Olney. The first bid which the auctioneers received was \$20,000. The property was sold for \$25,600 to James E. Connor.

Next, Auctioneers R. V. Harnett & Co. put up the

James J. Mayor.

James J. Mayor.

Anyor.

RECONDED SORTGARIS.

Cohnfel, Raebel, and husband, to the Bank for Savings, New York, 12 to 16 Hieseker st. and 110 and 201 Morcer st., Syears.

Same to James D. Patram, same property: I year 125,000 to Bame to James D. Patram, ame property: I year 125,000 to Be Krom, Maria J., to the Emigrant Industrial revenues Ready to the Color of the St. of the St

BUSINESS EMBARRASSMENTS.

The failure of James Chaskel, propriator of the Chaskel Chemical Warks, who was doing business under the style of James Chaskel & Co., manufacturer of essential oils, flavoring extracts, &c., at No. 177 Pearl street, was was doing a large and profitable business. He started the business in 1878. Deputy Sheriff Tracy has closed his place of business at No. 177 Fearl street under executhe business in 1878. Deputy Sheriff Tracy has closed his place of business at No. 177 Pearl street under executions for \$14,706, the greater part of which was to relatives. Mr. Chaskel resided at Peckskill, where he had a fine property in the vicinity of the residence of the late Henry Ward Beecher. Lawyer Milten N. Guiterman, of No 188 Broadway, attorney for Mr. Chaskel, and yearday that he could not say exactly what the Habilities were, but he thought they would amount to about \$70,000, which included the mortgages of \$80,500 on the Feckskill property. This real estate was the principal asset. It cost originally \$85,000, but has value new could not be given with any certainty, as country property was very sine of sale. The other assets were bis stock in trade, probably worth \$20,004, and outstanding accounts. Tight money provated him from meeting obligations comming due. Mr. Guiterman, when questioned, admitted that outside speculations bad caused the failure, as Mr. Chaskel business had been profitable. Mr. Chaskel hopes that the assets will be large country be cover all habilities.

No. 210 Canal street, their two executions aggregating \$7,110, one in favor of Laupid Pineus for \$8,500 and the other in favor of Laupid Pineus for \$8,500 and the other in favor of Laupid Pineus for \$8,500 and the other in favor of Francis Meyer for \$2,590. The firm is composed of Adolph Souweine and M. H. Julian, and was formed in 1882. Mr. Souweine has been identified with the trade for more than twenty wars.

Heleu R. Cone, wholessie dealer in greeceies, canned goods and fruits at Nos. 18 and 55 Fark place, made an assignment yeaterday to Thomas R. Cone without preference. The assignor is one of the oldest dealers in that line in the city, having been in tusiness are sent that lone is really all the word limitations of the oldest from parties. The ment had been caseed by machility to collect from parties, and the finite in the city, having been in tusiness of the city of the sent of the city of the sent of the city of the se

DOLLARS-ON PAPER.

"Authorized Capital" of the Queer Keystone National Savings, Loan and

Investment Association.

WHO PAYS THE DIFFERENCE?

Co-operation in Which Some Members Make Twenty-nine Per Cent at the Expense of Others - A Purchasing Bureau Annex.

A few days ago a correspondent writing to the Herald on behalf of 150 co-workers in a New York house said:-"I ask of you as a firm and stanch champion of the principles set forth in your admirable newspaper to devote a few lines of your very valuable space to the discussion of the merita or the demerits of the so-called 'Keystone National Savings Investment and Loan Association,' with offices at No. 177 and 179 Broadway."

The writer adds:-"To facilitate matters I lenclose the prospectus of the 'Keystone Association,' which shows you where to sink your capital if you are a believer in perpetuity. This association offers its agents a commission of twenty-five per cent of the fees paid in by a new member secured by them. This seems rather liberal on the part of the association considering the fact that you get \$2,000 in twelve years on an investment of \$884, or \$1,000 on

an investment of \$442." The prospectus of this association, like those of many other "mutual" organizations in the possession of the HERALD, is strangely like the advertisements of quack medicines and cheap clothing stores that the travellers meet on walls and board-

GREAT MOTTOES. The title page is a thing of peculiar beauty, and is copyrighted by the actuary and business manager. Among its mottoes are, "Perfect mutuality of interest," "Investment immediately produc-tive," "Largest returns assured," "Profits equitably divided." "No assessments," "Absolute secur-

ity." "Fixed expenses." The Keystone was incorporated last year under chapter 122 of the Laws of 1851. In the last Legis lature, when the Committee on Banks was considering the question of excluding foreign corporations doing a building and loan association business in this State, Senator Fassett made a humorous and truthful comment on that 1851 law.

sociation law in New York State," said the Elmira Senator, "that under it a man might organize any thing from a cock fight to a Methodist camp meet, The opinion of Senator Fassett finds partial confirmation at least in the prospectus of the "Key-

"We have such a peculiar Building and Loan As

stone National Savings, Loan and Investment Association." On that same remarkable title page is the assounding announcement; -"With an authorized capital of Ten Million Shares of \$100 each!!"

When it is understood that this enormous capital

of \$100,000,000 may be represented by nothing in the world but the figures on the prospectus the value and object of that announcement are ap CLASSES OF STOCK. The association itself claims to be a building and loan association, with some extraordinary features.

It issues instalment stocks, with a fixed mainsity. value in "class A" of eight years and in "class B" of twelve years.

There are two statements made to which attention must be called:—

The stock is absolutely non-ferfeitable. It has at al lines a cash value. The stock of the "Keystone" is as safe as government londs and the profits much larger. bonds and the profits much larger.

Now the members who hold stock in "class A" pay sixty cents a month per share. Ten cents of this are diverted to an expense fund in which the members have no immediate interest, that fund being administered by the organizers, who will presumably continue as the managers of the association.

14,750
1 And here I must pause to say that the articles of association of almost all alleged co-operative associations of which the HERALD has been treating are so worded that the promoters can manage to relations of the organization as long as they and the

Turther:—
The rule of building lean associations is to estimate the time of their maturity, and their members have nothing definite as to the length of time or the amount they will have to pay or the profits they will receive The Keystone has two definite terms. Classes 4, 6 and D all mature in eight years and class B in twelve years, therefore our manbors, and the consideration of the relative alone, without taking into consideration the many bounding given our members, as the Purchasing Bureau, Insurance, &c., makes the stock of the Keystone the most desirable.

The mathematician who is not in the inner confidence of the gentlemen who run the institution

Beresu, insurance, &c., makes the stock of the Keystone the most desirable.

The mathematician who is not in the inner confidence of the gentlemen who run the institution will labor in vain to figure out how the Keystone stock, under the conditions mentioned, is ever going to get there on time. Taking the class of stock, for illustration, upon which payments are sixty cents a month, of which only fifty cents go to the credit of the member, it will be found that in eight years the total amount to the credit of the member will be \$48.

As the association guarantees to return to the member \$190 at that time his money must have earned \$52 in eight years. But as his \$48 have not been invested for the whole time, having been contributed in monthly instalments, the average time of investment is found to be only four years.

The proposition, therefore, is that \$48 invested for four years will earn \$52 in the Keystone Association, or an average of over twenty-seven per cent per annum.

WHO PAYS THE DIFFERENCE?

It has been shown above that the "stock is nonforfeitable." Now, as this is a mutual co-operative association for supposed to be, in which the earnings of the members can come only from the members themselves, and as the only sources of income are the receipts from interest, premiums and fines, it is a legitimate conclusion, and the only one, that one class of members.

Taking class B stock the mathematician will find that the accumulations of the members can be arm twenty-seven per cent per annum only by some outrageous system of fines or naury perpetrated upon some other class of members.

Taking class B stock the mathematician will find that the accumulations of the members can be arm twenty-nine and two-fifths per cent in order that thim \$100 at that time, making his not earnings \$65. As the \$55 were invested, averaging the time, probably six years, the member's money must earn twenty-nine and two-fifths per cent in order that the promises of the prospectus be kept.

Now, the most extraordinary feature remain

Carpete.
Car